DEPARTMENT OF HEALTH CARE SERVICES
AGREEMENT FOR DISCLOSURE AND USE OF DHCS DATA
TWO-PARTY AGREEMENT

This Data Use Agreement (Agreement) addresses the conditions under which the California Department of Health Care Services will disclose and Provider _____ (User(s)) will obtain and use the Children and Youth Behavioral Health Initiative Fee Schedule (CYBHI Fee Schedule) data file(s) as set out in Attachment A, and/or the Local Educational Agency Medi-Cal Billing Option (LEA BOP) data file(s) as set out in Attachment B. The Attachment B data file(s) will only be accessible to User(s) enrolled in both this Agreement and the LEA BOP Data Use Agreement. This Agreement supplements any agreements between DHCS and the User(s) (collectively the "Parties") with respect to the use of information from data and documents specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to User(s) concerning this Agreement, and the data and documents specified herein, are not valid unless issued in writing by the DHCS point-of-contact specified in Section 2 or the DHCS signatory to this Agreement shown in Section 13.

1. The Parties mutually agree that the following named individuals are designated as "Custodian(s) of the Files" on behalf of User(s) and are responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information using Attachment E (as applicable).

_____ _____
(Provider Custodian Name: First, Middle, Last)

_____ _____
(Provider Custodian Title) (Provider Custodian Component)

_____ _____
(Provider Custodian Phone Number) (Provider Custodian Email Address)

_____
(Provider [LEA/IHE] Organization Name)

_____
(Provider [LEA/IHE] National Provider Identifier Number)

_____
(Provider [LEA/IHE] Organization Street Address)

_____ _____ _____
(City) (State) (ZIP Code)

2. The Parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

Amarbir Takhar	
(Point of Contact Name: First, Middle, Last)	
Supervisor I	California Department of Health Care Services
(Point of Contact Title)	(Point of Contact Component)
DHCS.SBS@dhcs.ca.gov	
(Point of Contact Email Address)	

3. The Parties mutually agree that the following specified Attachments are part of this Agreement:
   Attachment A: CYBHI Fee Schedule Fields for Data Match Files
   Attachment B: LEA BOP Fields for Data Match Files (if applicable)
   Attachment C: Business Associate Agreement
   Attachment D: List of Consortium Members (if applicable)
   Attachment E – Part I: Custodianship Amendment to the Agreement
   Attachment E – Part II: Notification of Change to Custodian Information
   Attachment E – Part III: Additional Custodian(s) of Files
   Attachment F: Certificate of Destruction of Confidential Data

4. The Parties mutually agree, and in furnishing data files hereunder, DHCS relies upon such agreement that such data file(s) will be used for the following purposes:
   a. To allow the User(s), participating in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule program to verify the Medi-Cal eligibility of students receiving services from User(s) and for the processing by User(s) of claims for reimbursement for such services through the CYBHI Fee Schedule program. The data listed in Attachment A is the minimum amount needed for this purpose.
   b. To allow DHCS to furnish data match files in Attachment B to the User(s) , only if User(s) are participating in both the CYBHI Fee Schedule and the LEA BOP program, in order to verify the Medi-Cal eligibility of students receiving services from User(s) and for the processing by User(s) of claims for reimbursement for such services through the CYBHI Fee Schedule program. The data listed in Attachment B and shared through the LEA BOP data exchange is the minimum amount needed for this purpose.

5. User(s) must also enter into a Business Associate Agreement (BAA) with DHCS for purposes of receiving data under this Agreement and therefore agrees to be bound by the terms of this Agreement as well as the underlying BAA. The Parties also agree, if any discrepancy arises between this Agreement and the underlying BAA, the terms of the BAA control. The BAA is included with this Agreement as Attachment C.

6. User(s) agrees that additional data elements may not be added to Attachment A or Attachment B, or transferred from DHCS to User(s), without written approval by DHCS.

7. User(s) represent and warrant that, except as DHCS authorizes in writing, User(s) will not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. User(s) agree that, within User(s)' organizations, access to the data covered by this Agreement is limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. User(s) shall not use the information to identify or contact any individuals.

8. Termination.
    a. This Agreement terminates on April 1, 2029, or upon execution of a subsequent agreement between the Parties covering the CYBHI Fee Schedule program, or upon notice of termination of the Agreement, whichever comes first. A party may terminate this Agreement for any reason by providing thirty (30) days' prior written notice to each party.

    b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, the cure is not possible or available under the circumstances.

    c. At the time of termination, all data provided by DHCS must be destroyed as set forth in Section 17 of Attachment C and a certificate of destruction (Attachment F) sent to the DHCS point-of-contact specified in Section 2 of this Agreement, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.

    d. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.

9. This agreement is binding on any and all successor(s)-in-interest of the Parties.

10. This agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

11. The Custodian, as named in Section 1, hereby acknowledges their appointment as Custodian of the aforesaid file(s) on behalf of User(s), and agrees in a representative capacity to comply with the provisions of this Agreement on behalf of User(s).

(Provider Custodian Name: First, Middle, Last)

(Provider Custodian Title) (Provider Custodian Component)

(Signature) (Date)

12. On behalf of User(s), the undersigned individual hereby attests that that they are authorized to enter into this Agreement and agree to all the terms specified herein.

(Provider Name: First, Middle, Last)

(Provider Title) (Provider Component)

(Provider [LEA/IHE] Organization Name)

(Provider [LEA/IHE] Organization Street Address)

(City) (State) (ZIP Code)

(Provider Phone Number) (Provider Email Address)

(Signature) (Date)

13. On behalf of DHCS, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

(Authorized Representative: First, Middle, Last)

(Authorized Representative Title) (Authorized Representative Component)

(Signature) (Date)